

PROJECT NAME/ LOCATION: P-1322, P1323 & P1249 Wallace Creek BEQ/Armory Complex
MCB, Camp Lejeune, NC

CONTRACT NUMBER: N40085-11-C-4001
Job No. 11-4001

CONTRACT COMPLIANCE

The following report is required for work performed at the project site during the particular reporting period. Report is due by the **5th of each month** for the prior month and should be complete and accurate prior to submitting them to the General Contractor.

The following report is required:

1. **CC-257:** This report must reflect total work hours performed on all contracts throughout *Job site County* the end of the calendar month. Under Construction Trade (Column 5) list only those working trades that provided work **at the job site**, exclude non-working supervisors, non-working superintendents, and office personnel. Under Columns 6a through 6e, the subcontractor must show **work hours**, not number of employees. This report is required monthly by all subcontractors until that portion of their work is completed. Each subcontractor must indicate "final report" across the face of the document when his/her portion of work is completed. The goals for minority and female participation are as follows: Minority participation is 23.5% and Female participation is 6.9%.

INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (CC-257)

The Monthly Utilization, Report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are to be filed by the **5th day of each month** during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor shall submit a report for its aggregate workforce and collect and submit reports for each subcontractor's aggregate workforce to the Federal compliance agency that has Executive Order 11246 responsibility. (Additional copies of this form may be obtained from the U.S. DOL, Employment Standards Administration, and/or OFCCP's regional office for your area.)

Compliance Agency	U.S. Government agency assigned responsibility for equal opportunity. (Secure this information from the contracting officer.)
Federal Funding Agency	U.S. Government agency funding project (in whole or in part). If more than one agency, list all.
Contractor	Any contractor who has a construction contract with the U.S. Government or a contract funded in whole or in part with Federal Funds.
Minority	Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific islanders, both men and women.
1. Covered Areas	Geographic area identified in Notice required under 41 CFR 60-4.2

2. Employers Identification Number Federal Social Security Number used on Employers' Quarterly Federal Tax Return (U.S. Treasury Department Form 941).
3. Current Goals (Minority and Female) See Contract Notification.
4. Report Period Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.
5. Construction Trade Only those construction crafts which contractor employs in the covered area.
6. Work-Hours of Employment (a-e)
 - a. The total number of male hours and total number of female hours worked by employees in each classification.
 - b. b-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.

Classification The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee).
7. Minority Percentage The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6d and 6e divided by column 6a, just one figure for each construction trade).
8. Female Percentage For each trade the number reported in 6a. F divided by the sum of file numbers reported in 6a M and F.
9. Total Number of Employees Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period.
10. Total Number of Minority Employees Total number of male minority employees and number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period.



U.S. DEPARTMENT OF LABOR Employment Standards Administration, OFCCP				MONTHLY EMPLOYMENT UTILIZATION REPORT				1. COVERED AREAS				3. CURRENT GOALS MINORITY: 23.5% FEMALE: 6.9%				4. REPORTING PERIOD FROM: _____ TO: _____			
This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contract being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contract or federally assisted construction contract.												2. Employers ID NO.							
NAME AND LOCATION OF CONTRACTOR												FEDERAL FUNDING AGENCY							

CONSTRUCTION TRADE	CLASSIFICATION	TOTAL ALL EMPLOYEES BY TRADE		BLACK (Not of Hispanic Origin)		HISPANIC		ASIAN O.F.PACIFIC ISLANDERS		AMERICAN INDIAN OR ALASKAN NATIVE		MINORITY PERCENTAGE	FEMALE PERCENTAGE	TOTAL NUMBER OF EMPLOYEES		TOTAL NUMBER OF MINORITY EMPLOYEES	
		M	F	M	F	M	F	M	F	M	F			M	F	M	F
	Journey Worker																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	Journey Worker																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	Journey Worker																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	Journey Worker																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	Journey Worker																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
TOTAL JOURNEY WORKERS																	
TOTAL APPRENTICES																	
TOTAL TRAINEES																	
GRAND TOTAL																	

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE	12. TELEPHONE NUMBER (including area code)	13. DATE SIGNED	PAGE _____ of _____
--	--	-----------------	---------------------

RQ/Brasfield Gorrie JV

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of RQ/Brasfield Gorrie JV to observe and comply with the Civil Rights Act (Title VII) of 1964, the Federal Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, Executive Order No. 11246, the Rehabilitation Act of 1973, the Veterans Readjustment Act of 1974, and all pertinent Executive Orders and regulations regarding equal employment opportunity.

Further, it is our policy to take affirmative action to hire employees without regard to race, creed, color, sex, national origin, age, handicap, or because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified.

This company will act without discrimination in regard to the above in all employment practices, such as, a) advertising; b) recruitment; c) testing; d) screening; e) hiring; f) selection for training, including apprenticeship; g) upgrading; h) transfer; i) demotion; j) layoff; k) termination; l) rates of pay; m) other forms of compensation, including retirement; or n) overtime. Employees will be judged solely by their qualification for the particular job and will receive equal treatment after employment. None of the company's facilities are to be segregated, classified, or limited in any way that would adversely offset the status of an employee.

In accordance with federal regulations, this company will make every good faith effort to fulfill obligations not only for minorities, but it will also establish specific affirmative action programs and standards for women in construction.

Handicapped workers will not be discriminated against because of their handicaps. This company understands that according to federal regulations "a handicap is any impairment which substantially limits one or more of a person's major life activities." In addition to recruiting, hiring and other conditions of employment, this company will take affirmative action in training and in modifying job requirements and facilities for the physically or mentally handicapped to comply with these regulations.

This Company cooperates fully with the construction trade unions in the development of programs, including apprenticeship, to assure qualified minority persons, women, the handicapped, disabled veterans or veterans of the Vietnam Era of equal opportunity for employment in construction trades and that all of the above conditions are met.

The Company will take appropriate steps to insure that all employees are advised of our nondiscrimination policy and/or our interest in actively and affirmatively providing equal employment through notices on bulletin boards, notices to unions, notices in office and field offices, publications, and work with civic groups.

We will not retaliate against anyone who has opposed employment practices that may be illegal under the Acts or because he or she has testified or participated in any proceedings under the Acts.

Management will continue to be guided and motivated by this policy, and the cooperation of all employees will actively pursue the goal of equal employment through the Company.

RQ/Brasfield Gorrie JV
Kathy Wokas
EEO Officer



**Acknowledgement of EEO Commitment By
Supplier or Subcontractor**

Name: Masterweave Commercial
 Street Address: 8000 East Brainerd Rd. Ste. 118
 City: State: Chattanooga, TN Zip: 37421
 Telephone: 423-892-7305 Code: _____

EXISTING POLICIES:

Please indicate whether your firm has already developed a written affirmative action program because of previous held contracts or subcontracts subject to Equal Employment Opportunity Clause of Executive Order No. 11246.

Yes _____ No X

X

Supplier or subcontractor acknowledges receipt of the notice of requirement to undertake affirmative action to overcome any under utilization.

X

We certify that we are eligible to hold government contracts and that we will make every effort to comply with the affirmative action requirements of this contract.

Signature

MATT FARGO

Print Name

MATT FARGO

Title

President

Date

2-27-13

Kathy Wokas, EEO Officer
RQ/Brasfield Gorrie JV

J

DAILY REPORTS

[See Instructions for Certified Payroll Reports for further information]

Daily Reports are a two-part form that is completed by each subcontractor's foreman or superintendent and handed in to the RQ/Brasfield Gorrie JV superintendent each day. The report lists the date, day, project name, subcontractor company name, and each worker on the job for that particular day along with what work was performed and how many hours each worker was present on the job site. The RQ/Brasfield Gorrie JV superintendent creates a production report that summarizes all the dailies into one report which is then given to the OWNER's office each day. The production report then becomes the expected source document for the Certified Payrolls.

IT IS VERY IMPORTANT THAT THE SUBCONTRACTOR FOREMAN/ SUPERINTENDENT SENDS A COPY OF THE DAILY REPORT TO HIS/HER PAYROLL DEPARTMENT EACH DAY. THE DAILY REPORTS MUST MATCH THE TIMECARDS AND CERTIFIED PAYROLLS.

Amended Daily Reports: If there has been an error on the Daily Report, an amended daily report must be forwarded **ALONG WITH THE CERTIFIED PAYROLL** for that date. Do not send a new Daily Report; send a copy of the original Daily Report with your notated amendment. The amendment must be included with the payroll for that week. If an error is discovered after the payroll has been sent to our office, an amended report will **NOT** be accepted and your payroll will need to be adjusted to match the daily handed in at the job site.

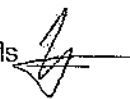
Missing, Incomplete or Incorrect Daily Reports—Unilateral Backcharge

RQ/Brasfield Gorrie JV will unilaterally process a **\$25 back-charge**, on a daily basis, to all subcontractors for each missing or incorrect Daily Report. This is a liquidated damage charge for the administrative expense incurred by RQ/Brasfield Gorrie JV in performing extra clerical work required under its contract with the Government as a result of each missing or incorrect daily report.

It is the subcontractor's responsibility to **accurately** complete and turn in their Daily Report - on a daily basis. The report is to be handed in to the superintendent or clerk on the job site and it is highly recommended that a copy be faxed or delivered to the subcontractor's home office.

Certified payrolls **MUST MATCH** the daily reports handed in. Please advise your job site superintendents and foremen of this new policy.

For each daily report that is missing or is incorrectly completed by the subcontractor, or their tier-subcontractors, this backcharge will be issued to cover lost time by our staff to amend the Production Reports that are handed-in to the OWNER's office each day.



A Joint Venture

Revised 04/01/2010

ATTACHMENT I

WAGE DETERMINATION

GENERAL DECISION: NC20100033 03/12/2010 NC33

Date: March 12, 2010

General Decision Number: NC20100033 03/12/2010

Superseded General Decision Number: NC20080033

State: North Carolina

Construction Type: Building

County: Onslow County in North Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories)

Modification Number Publication Date

0 03/12/2010

SUNC2000-001 03/21/2000

	Rates	Fringes
Bricklayer.....	\$ 16.40	1.00
Carpenter (includes batt insulation and drywall hanging).....	\$ 9.92	
Cement mason/concrete finisher.....	\$ 13.20	
Electrician.....	\$ 10.80	
Ironworker, structural.....	\$ 10.00	
Laborer, general.....	\$ 7.25	
Painter, brush (includes drywall finishing).....	\$ 8.37	
Pipefitter (includes HVAC piping).....	\$ 14.59	4.05
Plumber (does not include HVAC piping).....	\$ 12.00	
Power equipment operators: Backhoe.....	\$ 10.83	1.37
Roofer.....	\$ 9.00	
Sheet metal worker (includes HVAC duct work).....	\$ 10.53	2.17
Truck driver.....	\$ 8.85	

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

ACCOUNTING AND APPROPRIATION DATA

AA: 1711205 2511 323 05205 0 068732 2D 114001
COST CODE: AA00A0018075
AMOUNT: \$37,553,186.00
CIN 000000000000000000000000000000: \$37,553,186.00

AB: 1711205 2511 323 05205 0 068732 2D 114001
COST CODE: AB00A0024205
AMOUNT: \$41,909,647.00
CIN 000000000000000000000000000000: \$41,909,647.00

AFFIDAVIT NAMING PERSON AUTHORIZED

TO SIGN PAYROLL/INVOICES

STATE OF TNCOUNTY OF HamiltonI, MATT FARGO DO UNTIL FURTHER NOTICE APPOINT
(Name of owner, partner or corporate officer and title)Jill Fargo AS PAYMASTER, AND APPOINT MATT FARGO
(Name of individual being appointed) (Name of individual being appointed)AS DESIGNATED OFFICER TO SIGN INVOICES ON THE CONSTRUCTION WORK AT THE
P-1322, P1323 & P1249 Wallace Creek BEQ/Armory Complex, MCB, Camp Lejeune, NCFOR CONTRACT NO. N40085-11-C-4001 DO FURTHER APPOINT AND AUTHORIZE _____J. LL FARGO
(Name of individual being appointed)

(HIM/HER) TO EXECUTE COMBINATION COPELAND, DAVIS-BACON, WORK HOURS ACT COMPLIANCE STATEMENTS REQUIRED TO BE FILED WITH THE PAYROLLS AND HEREBY CERTIFY THAT (HE/SHE) IS IN A POSITION TO HAVE FULL KNOWLEDGE OF THE FACTS SET FORTH IN THIS STATEMENT.

MASTERWEAVE Commercial

(Contracting Company or Firm Name)

DATED: 2-27-13Matt Fargo
(Owner, Partner or Corporate Officer Signature)

The Prime Contractor is required to obtain and deliver a similar affidavit for each of its subcontractors if such authorization is required.

Authorization is required if any individual other than an owner, partner or corporate officer is to execute the combination (Copeland, Davis-Bacon, Work Hours Act of 1962) Compliance Statement required to be filed with each weekly payroll report. This affidavit is to be submitted with the first payroll only unless a change is made in the person authorized to supervise the payroll, in which case a new affidavit is required.

PROJECT NAME/ LOCATION: P-1322, P1323 & P1249 Wallace Creek BEQ/Armory Complex
MCB, Camp Lejeune, NC

CONTRACT NUMBER: N40085-11-C-4001
Job # 11-4001

PRELIMINARY NOTICE INFORMATION

OWNER: Department of the Navy
Naval Facilities Engineering Command, Mid-Atlantic
9742 Maryland Avenue
Norfolk, VA 23511-3095

LENDER: None Noted

GENERAL CONTRACTOR: RQ/Brasfield Gorrie JV
3194 Lionshead Avenue
Carlsbad, CA 92010
(760) 631-7707

JOBSITE ADDRESS: RQ/Brasfield Gorrie JV Jobsite Trailer
North Wallace Creek
PT-5A Parachute Tower Road
Camp Lejeune, NC 28547

RQ BONDING COMPANY: Western Surety Company
P.O. Box 5077
Sioux Falls, SD 57117-5077

RQ BONDING AGENT: DiLynn Guern
Willis HRH
720 South Colorado Boulevard, Suite 600N
Denver, CO 80246
Phone: (303) 765-1505
Fax: (303) 722-0811

**BRASFIELD GORRIE
BONDING COMPANY:** Chris Muscolino
Federal Insurance Company
15 Mountain View Road
Warren, NJ 07059

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

3

PROJECT NAME/ LOCATION: P-1322, P1323 & P1249 Wallace Creek BEQ/Armory Complex, MCB, Camp Lejeune, NC

CONTRACT NUMBER: N40085-11-G-4001
Job No. 11-4001

PROGRESS BILLING REQUIREMENTS AND PROCEDURES

1. On or about the 17th of the month, billing percentages will be agreed to in the field between RQ/Brasfield Gorrie JV's Superintendent and the subcontractor's field representative. At RQ/Brasfield Gorrie JV's discretion, percentages may be projected through the end of the month. Pending any changes made by the OWNER, the invoice and accompanying schedule of values will be generated by RQ/Brasfield Gorrie JV and forwarded to Subcontractor's home office for processing. Subcontractors are limited to invoicing the project once a month.
2. Any invoice reflecting unapproved extras or unprocessed change orders will be rejected. Any and all extras must be in the form of an executed change order before an invoice will be approved.
3. The invoice **and** conditional lien release must be sent to the RQ/Brasfield Gorrie JV corporate office, Attn: Project Administrator **by the 17th of each month**. The release forms for this project are included for your use.
4. Lien releases are required from all of your subcontractors and suppliers every month. In the event that a subcontractor or supplier did not provide services or materials on the project for the subject month, an unconditional release is required to evidence no balance.
5. Payments will be made after receipt of the OWNER's payment and pursuant to your subcontract agreement. If you prefer payment to be sent Fed-Ex or UPS, e-mail a written request with your shipper's account number to the RQ/Brasfield Gorrie JV accounting department. Otherwise, payments are typically mailed.

Progress billings will not be processed unless ALL of the following conditions have been met:

1. The Subcontract Agreement is fully executed and all required attachments conform and are processed by the RQ/Brasfield Gorrie JV corporate office, **including but not limited to:** Insurance Certificates, Statement and Acknowledgment, Schedule of Values, List of Suppliers/Tiered Subs, Payroll Affidavit, EEO Statement, W-9, and Submittals.
2. Certified payroll reports for your company and tier-subs are **current and deemed to be correct by RQ/Brasfield Gorrie JV and the OWNER**. Be advised that the Government may withhold payment until all monthly reports and payroll reports have been received. The Government will withhold funds for every man-hour for all payroll reports considered deficient or delinquent. These withholdings will be released to the Subcontractor the first pay period following the date the payrolls have cleared.
3. All lien releases have been submitted.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENTPursuant to *California Civil Code* Section 8132

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant _____
 Name of Customer RQ/Brasfield Gorrie JV
N40085-11-C-4001
 Project P-1322, P-1323 & P-1249 Wallace Creek BEQs & Armory
 Job Location MCB Camp Lejeune, NC
 Owner Department of the Navy
 Through Date _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of the Check RQ/Brasfield Gorrie JV
 Amount of the Check \$ _____
 Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 Date(s) of waiver and release: _____
 Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature _____
 Claimant _____
 Claimant's Title _____
 Date of Signature _____

PLEASE SIGN & RETURN ORIGINAL

RQ/Brasfield Gorrie JV
3194 Lionshead Avenue
Carlsbad, CA 92010
Ph 760-631-7707
Fx 760-631-8162

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENTPursuant to *California Civil Code* Section 8134

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant _____
 Name of Customer RQ/Brasfield Gorrie JV
N40085-11-C-4001
 Project P-1322, P-1323 & P-1249 Wallace Creek BEQs & Armory
 Job Location MCB Camp Lejeune, NC
 Owner Department of the Navy
 Through Date _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature _____
 Claimant _____
 Claimant's Title _____
 Date of Signature _____

PLEASE SIGN & RETURN ORIGINAL

RQ/Brasfield Gorrie JV
3194 Lionshead Avenue
Carlsbad, CA 92010
Ph 760-631-7707
Fx 760-631-8162

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENTPursuant to *California Civil Code* Section 8136

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant _____
 Name of Customer RQ/Brasfield Gorrie JV
N40085-11-C-4001
 Project P-1322, P-1323 & P-1249 Wallace Creek BEQs & Armory
 Job Location MCB Camp Lejeune, NC
 Owner Department of the Navy

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and all equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of the Check RQ/Brasfield Gorrie JV
 Amount of the Check \$ _____
 Check Payable to: _____

Exceptions

This document does not affect any of the following: Disputed claims for extras in the amount of: \$ --0--

Signature

Claimant's Signature _____
 Claimant _____
 Claimant's Title _____
 Date of Signature _____

PLEASE SIGN & RETURN ORIGINAL

RQ/Brasfield Gorrie JV
3194 Lionshead Avenue
Carlsbad, CA 92010
Ph 760-631-7707
Fx 760-631-8162

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENTPursuant to *California Civil Code* Section 8138

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant	_____
Name of Customer	RQ/Brasfield Gorrie JV N40085-11-C-4001
Project	P-1322, P-1323 & P-1249 Wallace Creek BEQs & Armory
Job Location	MCB Camp Lejeune, NC
Owner	Department of the Navy

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and all equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following: Disputed claims for extras in the amount of: \$ --0--

Signature

Claimant's Signature	_____
Claimant	_____
Claimant's Title	_____
Date of Signature	_____

PLEASE SIGN & RETURN ORIGINAL

RQ/Brasfield Gorrie JV
3194 Lionshead Avenue
Carlsbad, CA 92010
Ph 760-631-7707
Fx 760-631-8162

PROJECT NAME/ LOCATION: P-1322, P1323 & P1249 Wallace Creek BEQ/Armory Complex
MCB, Camp Lejeune, NC

CONTRACT NUMBER: N40085-11-C-4001
Job No. 11-4001

SMALL BUSINESS PROGRAM COMPLIANCE

All subcontractors, except Small Business Concerns defined in FAR 52.219-9 (d), who receive subcontracts in excess of \$650,000 (\$1,500,000 for Construction), will be required to adopt and comply with a subcontracting plan that meets the requirements of this clause. Such plans will be reviewed to assure that all minimum requirements of an acceptable subcontracting plan have been satisfied.

The "individual contract plan" means a subcontracting plan that covers the entire contract period (including option period), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

The plan shall be negotiated within the time specified by the Contracting Officer. The individual below shall be named as the Contractor's Contracting Officer.

Name: Mitch Tharaldson
Title: Contracting Officer
Address: 3194 Lionshead Avenue
Carlsbad, CA 92010
Telephone: 760-631-7707
Fax: 760-945-4125
E-mail: mtharaldson@rqconstruction.com

Subcontractor shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

Subcontractor assures that:

- (i) It will cooperate in any studies or surveys as may be required.
- (ii) It will submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the offeror with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" contained in the contract.
- (iii) It will submit Standard ISR, Individual Subcontract Reports on the eSRS semi-annually and at contract completion. This report shall be submitted to the Contracting Officer and the SBLO Christie Dunckel, cdunckel@rqconstruction.com. The report shall cover subcontract award data related to this contract. This report is not required for commercial plans.

- (iv) It will submit Standard SSR, Summary Subcontract Report on the eSRS to the Contracting Officer and the SBLO, Christie Dunckel, at cdunckel@rqconstruction.com. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractor under its predominant NAICS Industry Subsector.
- (v) It will submit ISR and/or SSR reports in accordance with the requirements of this clause. The reports shall provide information on subcontract awards to Small Businesses, Women-Owned Small Businesses, Veteran-Owned Small Businesses, Service-Disabled Veteran-Owned Small Businesses, Small Disadvantaged Businesses, HUBZone Small Businesses, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.





A Joint Venture

SWPPP Notification to Subcontractor

Masterweave Commercial
8000-D East Brainerd Road
Chattanooga, TN 37421

Please be advised that the North Carolina Department of Environmental and Natural Resources (DENR) has begun formal implementation of the National Pollutant Discharge Elimination System (NPDES)

In short, the purpose of this system is to eliminate pollutants from entering into the storm drain systems and eventually into our lakes, streams, and ocean. Pollutants include, but are not limited to, oil, grease, trash, sediment, asphaltic emulsions, and cement wastes.

RQ/Brasfield Gorrie JV has developed a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the State requirements.

You, as a subcontractor, are required to comply with the SWPPP and the General Permit for any work done on the site. Furthermore, your company agrees to indemnify and hold harmless RQ/Brasfield Gorrie JV, and its agents, officers, and employees for any damages or costs assessed against them as a result of your company's failure to comply with SWPPP and Best Management Practices (BMP) requirements.

Any person or group who violates any condition of the General Permit may be subject to substantial penalties in accordance with the law. You are encouraged to advise each of your employees working on this project of the SWPPP.

A copy of the General Permit and the SWPPP developed for this site are available for your review at the construction office.

Please call if you have any questions.

Sincerely,
RQ/Brasfield Gorrie JV

Mike Patterson
Executive Committee Member

Subcontractor's Initials

Attention: All Subcontractors and Vendors:
 Subject: P-1322, P1323 & P1249 Wallace Creek BEQ/Armory Complex, MCB, Camp Lejeune, NC
 Re: Introduction to RQ/Brasfield Gorrie JV's Flow & Problem Prevention (FPP) Project Delivery Program

Ladies and Gentlemen:

By contracting with RQ/Brasfield Gorrie JV on the subject project, you have become a partner in what we anticipate being a successful project and an enjoyable experience. The purpose of this correspondence is to introduce you to RQ/Brasfield Gorrie JV's unique project delivery method called FPP and to give you an idea of what to expect as we move forward together.

FPP is a collaborative approach to project delivery (project management) that maximizes the value to each stakeholder (you, your fellow subcontractors and vendors, the owner and RQ/Brasfield Gorrie JV) through operating in a transparent environment. In traditional project management, the General Contractor assumes a "command and control" role by creating and issuing the project schedule to the subcontractors and then "controls" the schedule through weekly foreman's meetings using the subcontract provisions as a "hammer" for non-or slow performance. The obvious problem with this approach is that critical input from you, the experts, who know and understand their business the best, is neither sought nor utilized. The schedule is created in a vacuum and managed devoid of collaborative planning. The result is false commitments, hidden agendas and poor overall project delivery... all wasteful.

The foundational principle of FPP is collaborative preplanning and execution based upon co-creation of milestone schedules (work streams) and reliable commitments to that plan by all stakeholders. While the benefits are numerous, the most obvious are...

- Participation (and transparency) in team meetings will provide your foreman with all information necessary to prosecute his work in the most efficient, least wasteful manner possible, thereby increasing your profits. Your foreman will know and be able to count upon the commitments made by RQ/Brasfield Gorrie JV and all other sub-trades and the increased level of communication will result in fast identification and resolution of project issues.
- Participation will improve the quality of life for your people. Transparency breaks down hidden agendas that help to avoid conflicts, reducing contentiousness and aggravation.
- Participation will increase site safety through less hectic, better-organized work activity thereby reducing accidents and subsequent compensation claims.

This unique form of transparent, collaborative project management requires a high level of trust from each team member that is not prevalent in the construction industry. As such, you will be required to fully participate in the program. Your participation commitment consists of attendance by your foreman (or representative) in workstream building meetings that are held approximately once per month for one hour (or as required) to help plan the work. Daily meetings, approximately 15 – 20 minutes in length, are held to report on progress of the commitments made. It should be anticipated that the project team will ask for attendance at strategic pre-planning meetings prior to your work on site in order to plan how best to coordinate your work with all other trades. We have found this to be the most effective way to preplan work activities accurately and increase field efficiency. The team commits to a plan and holds each other accountable to those commitments and every stakeholder benefits.

Our experience has shown that most foremen, though resistant at first, quickly realize the benefits of participation in the program while owners sometimes view the time their foremen spend in the meetings as "unproductive". Even though participation is not an option on RQ/Brasfield Gorrie JV projects, we would prefer that all of the sub trades be willing "partners" in the program as the experience is so much more powerful and beneficial to all parties. I am positive that your willingness to "try something new" will produce great results.

Thank you in advance for your participation and partnership.



Mike Patterson
 Executive Committee Member

Subcontractor's Initials



**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Masterweave Commercial LLC	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) P <input type="checkbox"/> Other (see instructions) ▶	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 8000 EAST Brainerd Rd ste. 118	Requester's name and address (optional)
City, state, and ZIP code Chattanooga TN 37421	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

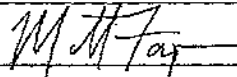
Social security number									
				-					
Employer identification number									
2	7	-	3	5	8	1	3	0	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ 

Date ▶ **2-27-13**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CAMP LEJEUNE CONTRACTOR BADGE

You need a badge to work on Camp Lejeune. This is the first thing that you need to do. There are no exceptions to this requirement. The government WILL ask for presentation of contractor badges on a random basis during work and may do so at any time. If you do not have a badge you may be permanently removed from the base. Here's the easiest way we've found to get one:

Overview:

- Collect ALL the information required
- Get a ride to the badge office with someone who has already registered their vehicle on base

Where to go:

Contractor Badges are processed in Building 60, Room 143

Open 7AM to 1:30 PM Monday thru Friday

Hint: The office is least crowded after 8:30 AM

(Note: The attached map showing the location of Building 60 is not to scale.

Continue straight through the main gate for about 4 miles on Holcomb Road before you turn right on Molly Pitcher as shown)

What to bring:

(We will give all of this to you)

- 1 Award letter
- 2 Vehicle Pass Letter
- 3 Company Sponsorship letter

YOU MUST PROVIDE ALL OF THE FOLLOWING DOCUMENTS:

- 1 **LETTER FROM YOUR COMPANY** on letterhead listing you as an employee and requesting access
- 2 **PROOF OF CITIZENSHIP** (Passport, SS card or birth cert.)
- 3 **VALID PHOTO ID** (Driver's license, State ID)
- 4 **50 STATE BACK GROUND CRIMINAL CHECK:** Required for all contractors. No prior or pending criminal charges.

Here is a list of possible resources for a 50 state background check.

Hint: With IntegraScan results are immediate

County Courthouse Infolink Screening Services, Inc.

(www.infolinkscreening.com) IntegraScan Criminal Records

Checks (www.integrascan.com) Intelius Employee Screening

(www.intelius.com) Castle Branch (www.castlebranch.com)

**DIRECTIONS TO BUILDING 60 CONTRACTOR BADGE AND
VEHICLE REGISTRATION OFFICES CAMP LEJEUNE, NC**

From Wilmington International Airport When leaving the airport, head West on Airport Blvd towards Trask Drive/Dolan Drive. Turn left onto N 23rd Street. Follow N 23rd Street for two miles, then turn left onto Market Street/US-17/US-74. Follow US-17 North for 50 miles. Make slight right onto NC-24 East as you follow signs for Camp Lejeune Main Gate. Enter Camp Lejeune Visitor Center to obtain base vehicle pass. Continue through main gate down Holcomb Boulevard for approximately 4.6 miles. Turn right onto Molly Pitcher Road. Continue on Molly Pitcher Road for approximately 0.2 miles. Building 60 will be on the left side of the road. Additional parking is across the street on the right side of the road.

From Raleigh-Durham International Airport When leaving the airport, follow signs for I-40 East. Take I-40 East to Exit 373 and NC Highway 24 East. Follow Highway 24 East to Jacksonville and the Camp Lejeune Main Gate. Enter Camp Lejeune Visitor Center to obtain base vehicle pass. Continue through main gate down Holcomb Boulevard for approximately 4.6 miles. Turn right onto Molly Pitcher Road. Continue on Molly Pitcher Road for approximately 0.2 miles. Building 60 will be on the left side of the road. Additional parking is across the street on the right side of the road.

CAMP LEJEUNE BASE VEHICLE REGISTRATION

First, get your contractor badge. Once you have obtained your contractor's badge, you may register your vehicle. You can use your contractor's badge at the Main Gate visitor's center to obtain a temporary pass to enter the base with your vehicle and complete your registration. The Vehicle Registration Office is located in Building 60 on Molly Pitcher Rd. Hours of operation: 0730-1700 Monday thru Friday.

Registration Requirements:

The following are the different classifications of vehicles on base and the requirements for each:

Privately Owned Vehicle: (POV)

- You do NOT need to register the vehicle in NC.
- You must have the vehicle with you in order to register. (The vehicle registration office will need to see the vehicle and place your registration/ base access sticker on the windshield.)

POV must have the following:

- A Drivers License

Vehicle Registration: Must be an original and in your name (see note example #1.)

Proof of Insurance (Must meet NC minimum \$30,000/\$60,000 for bodily injury and \$25,000 for property damage.)

- Completed MCB FORM 5512/43 (at the registration office)
- Contractor package with letters.

Rental Cars (only available for travel to base less than 3 days):

- Stop at visitor center and obtain a temporary vehicle pass using your contractor badge.
- Proof of Insurance (must meet NC minimum \$30,000/\$60,000 for bodily injury and \$25,000 for property damage.)
- Rental Agreement for the vehicle.

Company Vehicles:

- Copy of registration
- Proof of Insurance (must meet NC minimum \$30,000/\$60,000 for bodily injury and \$25,000 for property damage.)
- Completed MCB FORM 5512/43 (you do this at the office)
- Contractor package with letters.

Notes:

If the registration/insurance of the vehicle is in someone else's name, they must be either present with you and be able to provide identification or you have to have a notarized letter stating you have permission to drive the vehicle.

Example 1: If your personal vehicle (POV) is registered to another individual like your spouse, child, parent, etc. and not in your name, that person must state in writing that you can drive their vehicle. You need to have a signed original letter with you for registration and in the car with you when you are driving on base showing that you are driving with the registered owner's permission.

Example 2: If you are using a company vehicle on base as a "utility truck" driven by various employees, you must have an original letter signed by a company officer/owner listing first and last names of all employees authorized to drive said vehicle.

Some other general rules about driving on base (If you get even one ticket you can be denied access to the base by security-So be careful):

- Do not talk on your cell phone while driving. Only hands free devices are allowed.
- Do not speed. Speeders lose their driving privileges.
- Always wear your seat belt.
- If dark, as a courtesy, please turn headlights off when pulling up to the guard station.

PROJECT NAME/LOCATION: P-1322, P1323 & P1249 Wallace Creek BEQ/Armory Complex
MCB, Camp Lejeune, NC

CONTRACT NUMBER: N40085-11-C-4001
Job No. 11-4001

LEED REQUIRED DOCUMENTS

1. LEED Recycled Letter
2. LEED Regional Letter
3. LEED EQ Credit 4.1 VOC-Letter
4. LEED Low Emitting Materials-Carpet Systems
5. LEED Low Emitting Materials-Wood & Agrifiber Products
6. LEED FSC Wood
7. LEED EQ Credit 4.2 Low Emitting Materials-Paints & Coatings

(Insert Letterhead)

(Insert Date)

TO: RQ/Brasfield Gorrie JV

SUBJECT: Regional Materials

PROJECT: P-1322, P1323 & P1249 Wallace Creek BEQ/Armory Complex
MCB, Camp Lejeune, NC

To Whom It May Concern:

By virtue of this letter, (Insert Subcontractor Name) hereby certifies that the following list includes all materials installed at the T P-1322, P1323 & P1249 Wallace Creek BEQ/Armory Complex MCB, Camp Lejeune, NC and that the materials listed below were extracted and manufactured within 500 miles of the project location.

Product Name	Manufacturer	Total product Cost	Percent Compliant	Compliant product value	Harvest Distance from project site	Manuf. Distance

Percent Compliant = Percent of Product That Meets Both Extraction and Manufacture Criteria (% by Weight)

Compliant Product Value = Total Product Cost x Percent of Qualifying Product

Harvest Distance = Distance Between Project and Extraction/Harvest/Recovery Site (miles)

Manufacture Distance = Distance Between Project and Final Manufacturing Location (miles)

(Insert any comments here)

Sincerely,

(Signature Here)

(Name)

(Company)

(Position)

(Insert Letterhead)

(Insert Date)

TO: RQ/Brasfield Gorrie JV

SUBJECT: Recycled Content in Material Sources

PROJECT: P-1322, P1323 & P1249 Wallace Creek BEQ/Armory Complex
MCB, Camp Lejeune, NC

To Whom It May Concern:

By virtue of this letter, (Insert Subcontractor Name) hereby certifies that the following list include all the materials installed at the P-1322, P1323 & P1249 Wallace Creek BEQ/Armory Complex and that these materials meet the corresponding recycled content percentages listed below:

Material Name	Manufacturer	Material Cost	Post-Consumer Recycled Content %	Pre-Consumer Recycled Content %	Recycled Content Information Source
			%	%	

(Insert any comments here)

Regards,

(Signature Here)

(Name)

(Company)

(Position)

(Insert Letterhead)

(Insert Date)

TO: RQ/Brasfield Gorrie JV

SUBJECT: LOW EMITTING MATERIALS – CARPET SYSTEMS

PROJECT: P-1322, P1323 & P1249 Wallace Creek BEQ/Armory Complex
MCB, Camp Lejeune, NC

To Whom It May Concern:

By virtue of this letter, (Insert Subcontractor Name) hereby certifies that the following list of carpets are in compliance with the CRI Green Label Plus Program and were installed at the P-1322, P1323 & P1249 Wallace Creek BEQ/Armory Complex MCB, Camp Lejeune, NC

Product Name	Manufacturer	Does product meet CRI Green Label Plus Program?	Source of Compliance Statement (Please attach)

The Source of Compliance should be a Letter from the Manufacturer, but can also be a Material Data Sheet

All sealed concrete or tile or any other flooring system used in the project that is not carpet must be FloorScore certified as compliant with California Section 01350 for low VOC emission.
Please attach relevant MSDS sheet showing compliance

(insert any comments here)

Sincerely,

(Signature Here)

(Name)

(Company)

(Position)

(Insert Letterhead)

(Insert Date)

TO: RQ/Brasfield Gorrie JV

SUBJECT: LOW EMITTING MATERIALS – WOOD & AGRIFIBER PRODUCTS

PROJECT: P-1322, P1323 & P1249 Wallace Creek BEQ/Armory Complex
MCB, Camp Lejeune, NC

To Whom It May Concern:

By virtue of this letter, (Insert Subcontractor Name) hereby certifies that the following list of wood and agrifiber products contain no added urea-formaldehyde resins and are installed at the P-1322, P1323 & P1249 Wallace Creek BEQ/Armory Complex
MCB, Camp Lejeune, NC

Product Name	Manufacturer	No-Added Urea-formaldehyde resins?	Source of Compliance Statement (Please attach)

The Source of Compliance can be a Letter from the Manufacturer or a Material Data Sheet

(Insert any comments here)

Sincerely,

(Signature Here)

(Name)

(Company)

(Position)

(Insert Letterhead)

(Insert Date)

TO: RQ/Brasfield Gorrie JV**SUBJECT:** FSC Wood**PROJECT:** P-1322, P1323 & P1249 Wallace Creek BEQ/Armory Complex
MCB, Camp Lejeune, NC

To Whom It May Concern:

By virtue of this letter, (Insert Subcontractor Name) hereby certifies that the following list of items are FSC certified and were installed at the P-1322, P1323 & P1249 Wallace Creek BEQ/Armory Complex
MCB, Camp Lejeune, NC

Product Name	Manufacturer	COC certification number	Percent Compliant [%]	Compliant product value [\$]	Harvest Distance from project site [mi]	Manuf. Distance[mi]

Percent Compliant = Percent of Product That is FSC certified (% by Weight)

Compliant Product Value = Total Product Cost x Percent of Qualifying Product

Harvest Distance = Distance Between Project and Extraction/Harvest/Recovery Site (miles)

Manufacture Distance = Distance Between Project and Final Manufacturing Location (miles)

Please also include an invoice with this letter. Please make sure that the invoice has the COC number written on it.

(Insert any comments here)

Sincerely,

(Signature Here)

(Name)

(Company)

(Position)

Item EQ Credit 4.1: Low-Emitting Materials: Adhesives & Sealants - P-1322, P1323 & P1249
 No. Wallace Creek BEQ/Armory Complex
 21.c. MCB, Camp Lejeune, NC

Manufacturer -

Division Number

Product Name/Model -

Material - Choose from Below

	Architectural Applications	VOC Limit [g/L less water] SCAQMD	VOC in Product
<input type="checkbox"/>	Indoor Carpet Adhesives	50	
<input type="checkbox"/>	Carpet Pad Adhesives	50	
<input type="checkbox"/>	Wood Flooring Adhesives	100	
<input type="checkbox"/>	Rubber Floor Adhesives	60	
<input type="checkbox"/>	Subfloor Adhesives	50	
<input type="checkbox"/>	Ceramic Tile Adhesives	65	
<input type="checkbox"/>	VCT & Asphalt Adhesives	50	
<input type="checkbox"/>	Drywall & Panel Adhesives	50	
<input type="checkbox"/>	Cove Base Adhesives	50	
<input type="checkbox"/>	Multipurpose Construction Adhesives	70	
<input type="checkbox"/>	Structural Glazing Adhesives	100	
	Specialty Applications	VOC Limit [g/L less water]	VOC in Product
<input type="checkbox"/>	PVC Welding	510	
<input type="checkbox"/>	CPVC Welding	490	
<input type="checkbox"/>	ABS Welding	325	
<input type="checkbox"/>	Plastic Cement Welding	250	
<input type="checkbox"/>	Adhesive Primer for Plastic	550	
<input type="checkbox"/>	Contact Adhesive	80	
<input type="checkbox"/>	Special Purpose Contact Adhesive	250	
<input type="checkbox"/>	Structural Wood Member Adhesive	140	
<input type="checkbox"/>	Sheet Applied Rubber Lining Operations	850	
<input type="checkbox"/>	Top & Trim Adhesive	250	
	Sealants	VOC Limit [g/L less water]	VOC in Product
<input type="checkbox"/>	Architectural	250	
<input type="checkbox"/>	Nonmembrane Roof	300	
<input type="checkbox"/>	Roadway	250	
<input type="checkbox"/>	Single-Ply Roof Membrane	450	
<input type="checkbox"/>	Other	420	
	Substrate Specific Applications	VOC Limit [g/L less water]	VOC in Product
<input type="checkbox"/>	Metal to Metal	30	
<input type="checkbox"/>	Plastic Foams	50	
<input type="checkbox"/>	Porous Material (except wood)	50	
<input type="checkbox"/>	Wood	30	
<input type="checkbox"/>	Fiberglass	80	
	Sealant Primers	VOC Limit [g/L less water]	VOC in Product
<input type="checkbox"/>	Architectural Non Porous	250	
<input type="checkbox"/>	Architectural Porous	775	
<input type="checkbox"/>	Other	750	
	Aerosol Adhesives:	VOC Weight [g/L minus water]	VOC in Product
<input type="checkbox"/>	General purpose mist spray	65% VOCs by weight	
<input type="checkbox"/>	General purpose web spray	55% VOCs by weight	
<input type="checkbox"/>	Special purpose aerosol adhesives (all types)	70% VOCs by weight	

Item EQ Credit 4.2: Low-Emitting Materials: Paints & Coatings - P-1322, P1323 & P1249 Wallace
 No. Creek BEQ/Armory Complex
 21.g. MCB, Camp Lejeune, NC

Manufacturer -
 Division Number
 Product Name/Model -

Material - Choose from Below

	Architectural Applications - Interior walls and ceilings	VOC Limit [g/L]	VOC in Product
<input type="checkbox"/>	Flats	50	
<input type="checkbox"/>	Non Flats	150	
	Anti Corrosive and Anti Rust paints	VOC Limit [g/L] per Greenseal std	VOC in Product
<input type="checkbox"/>	Paints	250	
	Floors and other interior elements	VOC Limit [g/L less water]	VOC in Product
<input type="checkbox"/>	Clear wood finishes: varnish	350	
<input type="checkbox"/>	Clear wood finishes: lacquer	550	
<input type="checkbox"/>	Floor coatings:	100	
<input type="checkbox"/>	Sealers: waterproofing sealers	250	
<input type="checkbox"/>	sanding sealers	275	
<input type="checkbox"/>	All other sealers	200	
<input type="checkbox"/>	Shellacs: Clear	730	
<input type="checkbox"/>	Shellacs: Pigmented	550	
<input type="checkbox"/>	Stains	250	

EXHIBIT A2

Change Order

RQ/Brasfield Gorrie JV
3194 Lionshead Avenue
Carlsbad, CA 92010

Distribution ☐ Masterweave Commercial, LLC
☐ Office
☐ Field
☐ Other

Project: 11-4001- P-1322, P-1323 & P-1249 Wallace Creek Subcontract #: 11-4001056
3194 Lionshead Avenue Subcontract Change Order #: 1
Carlsbad, CA 92010 Description: DuraSkimm Coat

To (Subcontractor): Masterweave Commercial, LLC Owner Change Order #:
8000-D East Brainerd Road Change Order Date: 5/10/13
Chattanooga, TN 37421 Reference:
Change Order Page: 1

You are directed to make the following changes in this SubContract:

Subct	C. O.	Contract	Phase	Description	Units	U/M	Unit Price	Amount
Item	Item	Item						
2		1	99100.	DuraSkimm Coat	0.000	LS	0.00000	106,646.00

Sub CO Detail Notes: Subcontractor will supply and install the TMI DuraSkimm coat in lieu of Heavy Duty Block Filter at the interior CMU walls.
Subcontractor will ensure that end product quality matches the approved mock-up.

CALCULATION

Labor \$ 55,974.00
Material \$ 47,977.00
Bond Premium \$ 2,695.00

TOTAL \$106,646.00

Subcontractor to provide consent of surety due to new contract amount of \$1,081,867.00.

Received

MAY 14 2013

RQ Construction, LLC

Total

106,646.00

Not valid until signed by both the Subcontractor and Contractor. Signature of the Subcontractor indicates the Subcontractor's agreement herewith, including any adjustment in the Subcontract Sum or Time.

The original Subcontract Sum was 975,221.00
The net change by previously authorized Change Orders was 0.00
The Subcontract Sum prior to this Change Order was 975,221.00
The Subcontract Sum will be increased by this Change Order 106,646.00
The new Subcontract Sum will be 1,081,867.00

Authorized By Contractor:

RQ/Brasfield Gorrie JV
3194 Lionshead Avenue
Carlsbad CA 92010

By:

Date: 05/14/13

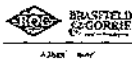
Accepted By Subcontractor:

Masterweave Commercial, LLC
8000-D East Brainerd Road
Chattanooga, TN 37421

By:

Date: 5-14-13

EXHIBIT A3



Change Order

RQ/Brasfield Gorrie JV
3194 Lionshead Avenue
Carlsbad, CA 92010

Distribution ☐ Masterweave Commercial, LLC
☐ Office
☐ Field
☐ Other

Project: 11-4001- P-1322, P-1323 & P-1249 Wallace Creek BE Subcontract #: 11-4001056
3194 Lionshead Avenue Subcontract Change Order #: 2
Carlsbad, CA 92010 Description: Parking Deck Striping

To (Subcontractor): Masterweave Commercial, LLC Owner Change Order #:
8000-D East Brainerd Road Change Order Date: 9/9/13
Chattanooga, TN 37421 Reference:
Change Order Page: 1

You are directed to make the following changes in this SubContract:

Subct	C. O.	Contract	Phase	Description	Units	U/M	Unit Price	Amount
Item	Item	Item						
15		1	99100.	Parking Deck Striping	0.000	LS	0.00000	10,505.00

Sub CO Detail Notes: Subcontractor is responsible to provide all labor, equipment, materials, and supervision necessary to complete the Parking Deck Striping and Basketball Court Markings portion of this project in strict accordance with the Contract Documents including all applicable codes and referenced standards for the project.

Scope of Work includes (not limited to):
All Parking deck striping
All Basketball Court (2) Markings

CALCULATION

Striping & Court Marking \$10,239.50
Bond Premium \$ 265.50

TOTAL \$10,505.00

Received

SEP 23 2013

Masterweave Commercial, LLC

Total

10,505.00

Not valid until signed by both the Subcontractor and Contractor. Signature of the Subcontractor indicates the Subcontractor's agreement herewith, including any adjustment in the Subcontract Sum or Time.

The original Subcontract Sum was	975,221.00
The net change by previously authorized Change Orders was	106,646.00
The Subcontract Sum prior to this Change Order was	1,081,867.00
The Subcontract Sum will be increased by this Change Order	10,505.00
The new Subcontract Sum will be	1,092,372.00

Authorized By Contractor:

RQ/Brasfield Gorrie JV
3194 Lionshead Avenue
Carlsbad CA 92010

By:

Date:

09/23/2013

Accepted By Subcontractor:

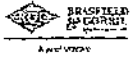
Masterweave Commercial, LLC
8000-D East Brainerd Road
Chattanooga, TN 37421

By:

Date:

9-23-13

EXHIBIT A4



Change Order

RQ/Brasfield Gorrie JV
3194 Lionshead Avenue
Carlsbad, CA 92010

Distribution

- ☐ Masterweave Commercial, LLC
☐ Office
☐ Field
☐ Other

Project: 11-4001- P-1322, P-1323 & P-1249 Wallace Creek BEQs & Subcontract #: 11-4001066

3194 Lionshead Avenue
Carlsbad, CA 92010

Subcontract Change Order #: 3

Description: Field Order Tickets (8/15/2013 to 8/26/2013)

To (Subcontractor): Masterweave Commercial, LLC
8000-D East Brainerd Road
Chattanooga, TN 37421

Owner Change Order #:

Change Order Date: 9/10/13

Reference:

Change Order Page: 1

You are directed to make the following changes in this SubContract:

Subct	C. O.	Contract	Phase	Description	Units	U/M	Unit Price	Amount
Item	Item	Item						
16		1	S9100	Field Order Tickets (8/15/2013 to 8/26/2013)	0.000	LS	0.00500	2,237.00

Sub CO Detail Notes: Change order incorporates all costs associated with the extra work in Field Order #1. Field Order #1 includes all Field order tickets through August 27th, 2013. The work included the painting of brick lintels prior to installation and the installation of Blue Sealer on windows.

CALCULATION

57 man-hours & material \$2,237.00
Bond Premium Included
TOTAL \$2,237.00

SEP 23 2013

Total

2,237.00

Not valid until signed by both the Subcontractor and Contractor. Signature of the Subcontractor indicates the Subcontractor's agreement herewith, including any adjustment in the Subcontract Sum or Time.

The original Subcontract Sum was	975,221.00
The net change by previously authorized Change Orders was	117,151.00
The Subcontract Sum prior to this Change Order was	1,092,372.00
The Subcontract Sum will be increased by this Change Order	2,237.00
The new Subcontract Sum will be	1,094,609.00

Authorized By Contractor:

RQ/Brasfield Gorrie JV
3194 Lionshead Avenue
Carlsbad, CA 92010

Accepted By Subcontractor:

Masterweave Commercial, LLC
8000-D East Brainerd Road
Chattanooga, TN 37421

By:

Date:

09/23/2013

By:

Date:

9-23-13

20 RQ/Brasfield Gorrie JV

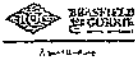
Page 1

09/10/13 02:33:45 PM

Date Format - MM/DD/YY

ORQCPMSLCOSubCoSort.rpt

EXHIBIT A5



Change Order

RQ/Brasfield Gorrie JV
3194 Lionshead Avenue
Carlsbad, CA 92010

Distribution

☒ Masterweave Commercial, LLC
☒ Office
☒ Field
☒ Other *TSO*

Project: 11-4001- P-1322, P-1323 & P-1249 Wallace Creek BE Subcontract #: 11-4001056
3194 Lionshead Avenue Subcontract Change Order #: 4
Carlsbad, CA 92010 Description: Field Order Tickets (9/6/2013 to 9/30/2013)

To (Subcontractor): Masterweave Commercial, LLC Owner Change Order #:
8000-D East Brainerd Road Change Order Date: 10/9/13
Chattanooga, TN 37421 Reference:
Change Order Page: 1

You are directed to make the following changes in this SubContract:

Subct Item	C. O. Item	Contract Item	Phase	Description	Units	U/M	Unit Price	Amount
17		1	99100	Field Order Tickets (9/6/2013 to 9/30/2013)	0.000	LS	0.00000	1,276.86

Sub CO Detail Notes: Change order incorporates all costs associated with the extra work in Field Order #2. Field Order #2 includes all lintel and Blue Sealer field order tickets through September 30th, 2013. The work included the painting of brick lintels prior to installation and the installation of Blue Sealer on windows.

CALCULATION

32 man-hours & material \$1,244.50
Bond Premium \$ 32.36
TOTAL \$1,276.86

Received

OCT 15 2013

RQ Construction, LLC

Total 1,276.86

Not valid until signed by both the Subcontractor and Contractor. Signature of the Subcontractor indicates the Subcontractor's agreement herewith, including any adjustment in the Subcontract Sum or Time.

The original Subcontract Sum was	975,221.00
The net change by previously authorized Change Orders was	119,388.00
The Subcontract Sum prior to this Change Order was	1,094,609.00
The Subcontract Sum will be increased by this Change Order	1,276.86
The new Subcontract Sum will be	1,095,885.86

Authorized By Contractor:

RQ/Brasfield Gorrie JV
3194 Lionshead Avenue
Carlsbad, CA 92010

Accepted By Subcontractor:

Masterweave Commercial, LLC
8000-D East Brainerd Road
Chattanooga, TN 37421

By:

Date: 10/15/2013

By:

Date: 10-14-13

EXHIBIT A6



Change Order

RQ/Brasfield Gorrie JV
3194 Lionshead Avenue
Carlsbad, CA 92010

Distribution

- ☐ Masterweave Commercial, LLC
☐ Office
☐ Field
☐ Other

ORIGINAL

Project: 11-4001- P-1322, P-1323 & P-1249 Wallace Creek BE Subcontract #: 11-4001056
3194 Lionshead Avenue Subcontract Change Order #: 5
Carlsbad, CA 92010 Description: Field Work Orders and Parking Deck Credit

To (Subcontractor): Masterweave Commercial, LLC Owner Change Order #:
8000-D East Brainerd Road Change Order Date: 5/3/14
Chattanooga, TN 37421 Reference:
Change Order Page: 1

TOP OF MEET DECK DECK

You are directed to make the following changes in this SubContract:

Subct Item	C. D. Item	Contract Item	Phase	Description	Units	U/M	Unit Price	Amount
18		1	99100.	Field Work Orders & Parking Deck Credit	0.000	LS	0.00000	33,945.14

Sub CO Header Notes: Change Order incorporates field work orders #3,4,5,6,7,8,9,10,11,12,13 as well as Advances Exterior Systems' schedule impacts.

Calculation:

FWO #3 - \$1,906.31 ✓
FWO #4 - \$576.61 ✓
FWO #5 - \$571.69 ✓
FWO #6 - \$351.41 ✓
FWO #7 - \$249.57 ✓
FWO #8 - \$249.57 ✓
FWO #9 - \$606.49 ✓
FWO #10 - \$1,232.23 ✓
FWO #11 - \$508.90 ✓
FWO #12 - \$81.57 ✓
FWO #13 - \$105.17 ✓
AES Schedule Impact - \$35,831 ✓
Parking Deck Credit - (\$9,183.00) ✓
Subtotal = \$33,087.52
Bond (2.592%) = \$857.62

Received

MAY 03 2014

TOTAL: \$33,945.14

Total

33,945.14

Not valid until signed by both the Subcontractor and Contractor. Signature of the Subcontractor indicates the Subcontractor's agreement herewith, including any adjustment in the Subcontract Sum or Time.

The original Subcontract Sum was 975,221.00
The net change by previously authorized Change Orders was 120,664.86
The Subcontract Sum prior to this Change Order was 1,095,885.86
The Subcontract Sum will be increased by this Change Order 33,945.14
The new Subcontract Sum will be 1,129,831.00

Authorized By Contractor:

RQ/Brasfield Gorrie JV
3194 Lionshead Avenue
Carlsbad, CA 92010

Accepted By Subcontractor:

Masterweave Commercial, LLC
8000-D East Brainerd Road
Chattanooga, TN 37421

By: 
Date: 5/28/14

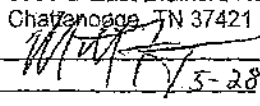
By: 
Date: 5-28-14

EXHIBIT B

**SUBCONTRACT PERFORMANCE
BOND**

Bond NO. SSB0420787

KNOW ALL MEN BY THESE PRESENTS,

That MASTERWEAVE COMMERCIAL, LLC, 8000 East Brainard Rd., Suite 118, Chattanooga, TN 37421
(Here insert the name and address, or legal title, of the Subcontractor)

as Principal, hereinafter called Principal and RLI INSURANCE COMPANY a IL corporation, as Surety, hereinafter called the Surety, are held and firmly bound unto RQ/Brasfield Gorrie JV 3194 Lionshead Avenue, Carlsbad, CA 92010

(Here insert the name and address, or legal title of the General Contractor)

as Obligor, hereinafter called the Obligor, in the amount of NINE HUNDRED SEVENTY FIVE THOUSAND TWO HUNDRED TWENTY ONE AND 00/100 Dollars (\$ 975,221.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated 2/18/2013 entered into a subcontract with Obligor for Subcontract Agreement No. 11-4001056; Contract No. N40085-11-C-4011: Painting and Plaster for P-1322, P-1323 & P-1249 Wallace Creek BEQs & Armory Camp Lejeune, NC 28547; in accordance with drawings and specifications prepared by
(Here insert full name and title)

which subcontract is by reference made a part hereof, and is hereinafter referred to as the subcontract. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said subcontract then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever Principal shall be, and be declared by Obligor to be in default under the subcontract, the Obligor having performed Obligor's obligation thereunder.

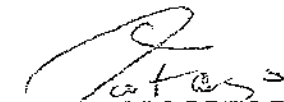
(1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
(2) Obligor after reasonable notice to Surety may, or Surety upon demand of Obligor may arrange for the performance of Principal's obligation under the subcontract subject to the provisions of paragraph 3 herein;
(3) The balance of the subcontract price, as defined below, shall be credited against the reasonable cost of completing performance of the subcontract. If completed by the Obligor, and the reasonable cost exceeds the balance of the subcontract price the Surety shall pay the Obligor such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the subcontract price as may be required to complete the subcontract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the subcontract. The term "balance of the subcontract price", as used in this paragraph, shall mean the total amount payable by Obligor to Principal under the subcontract and any amendments thereto, less the amounts heretofore properly paid by Obligor under the subcontract.

Any suit under this bond must be instituted before the expiration of one year from date on which final payment under the subcontract falls due.

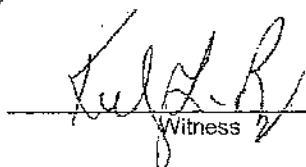
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

Signed and sealed this 19th day of April, 2013

IN THE PRESENCE OF:

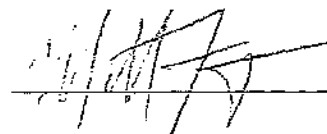


Witness



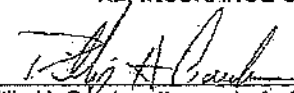
Witness

MASTERWEAVE COMMERCIAL, LLC
(Principal)



(Seal)

RLI INSURANCE COMPANY

By 

Phillip H. Condra, attorney-in-fact
Bonds Southeast, Inc.
1030 17th Avenue South
Nashville, Tennessee 37212
(615) 321-9700



RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800) 645-2402 | Fax: (309) 683-1610

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company, an Illinois corporation, does hereby make, constitute and appoint:
Gregory H. Nash, Phillip H. Congra, Kelly L. Berry, jointly or severally.

in the City of Nashville, State of Tennessee its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 21st day of August, 2007.

State of Illinois }
County of Peoria }

SS



RLI Insurance Company

By:

Roy C. Dig

Vice President

CERTIFICATE

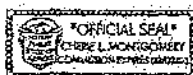
On this 21st day of August, 2007, before me, a Notary Public, personally appeared Roy C. Dig, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 19th day of April, 2013.

By:

Cherie L. Montgomery

Notary Public



RLI Insurance Company

By:

Roy C. Dig

Vice President

4183441020208

A0059207

EXHIBIT C

SUBCONTRACT
LABOR AND MATERIAL
PAYMENT BOND

Bond NO. SSB0420787

KNOW ALL MEN BY THESE PRESENTS,

That MASTERWEAVE COMMERCIAL, LLC, 8000 East Brainard Rd., Suite 118, Chattanooga, TN 37421
(Here insert the name and address, or legal title, of the Subcontractor)

as Principal, hereinafter called Principal and RLI INSURANCE COMPANY a IL corporation, as Surety, hereinafter called the Surety, are held and firmly bound unto RQ/Brasfield Gorrie JV 3194 Lionshead Avenue, Carlsbad, CA 92010

(Here insert the name and address or legal title of the General Contractor)

as Obligor, hereinafter called the Obligor, in the amount of NINE HUNDRED SEVENTY FIVE THOUSAND TWO HUNDRED TWENTY ONE AND 00/100 Dollars (\$ 975,221.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


WHEREAS, the Principal has by written agreement dated 2/18/2013 entered into a subcontract with Obligor for Subcontract Agreement No. 11-4001056; Contract No. N40085-11-C-4011; Painting and Plaster for P-1322, P-1323 & P-1249 Wallace Creek BEQs & Armory Camp Lejeune, NC 28547; in accordance with drawings and specifications prepared by _____
(Here insert full name and title)

which subcontract is by reference made a part hereof, and is hereafter referred to as the subcontract. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the subcontract, then this obligation shall be void; otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the subcontract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Obligor that every claimant as hereby defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligor shall not be liable for the payment of any cost or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
 - (a) After the expiration of one (1) year following the date on which Principal ceased work on said subcontract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder.

Signed and sealed this _____ day of _____, 2013

IN THE PRESENCE OF:

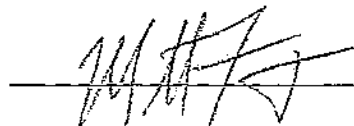


Witness




Witness

MASTERWEAVE COMMERCIAL, LLC
(Principal)



(Seal)

RLI INSURANCE COMPANY

By 

Phillip H. Condra, attorney-in-fact
Bonds Southeast, Inc.
1030 17th Avenue South
Nashville, Tennessee 37212
(615) 321-9700



RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (309) 683-2402 | Fax: (309) 683-1510

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company, an Illinois corporation, does hereby make, constitute and appoint:
Gregory E. Nash, Phillip H. Condra, Kelly L. Berry, jointly or severally.

in the City of Nashville, State of Tennessee its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 21st day of August, 2007.

State of Illinois }
County of Peoria } SS



RLI Insurance Company

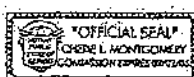
By: Roy C. Die Vice President

CERTIFICATE

On this 21st day of August, 2007, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 19th day of April, 2013.

By: Cherie L. Montgomery
Cherie L. Montgomery Notary Public



RLI Insurance Company

By: Roy C. Die Vice President

EXHIBIT D



CONSTRUCTION INDUSTRY ARBITRATION RULES
Demand for Arbitration

MEDIATION: If you would like the AAA to contact the other parties and attempt to arrange a mediation, please check this box. <input checked="" type="checkbox"/> There is no additional administrative fee for this service.					
Name of Respondent RQ/Brasfield Gorrie JV			Name of Representative (if known)		
Address: 3194 Lionshead Avenue			Name of Firm (if applicable)		
			Representative's Address:		
City Carlsbad	State CA	Zip Code 92010	City	State	Zip Code
Phone No. (205) 714-1307		Fax No. (205) 458-0147	Phone No.		Fax No.
Email Address:			Email Address:		
The named claimant, a party to an arbitration agreement dated 2/25/13, which provides for arbitration under the Construction Industry Rules of the American Arbitration Association, hereby demands arbitration.					
ARBITRATION CLAUSE: Please indicate whether the contract containing the dispute resolution clause governing this dispute is a standard industry form contract (such as AIA, ConsensusDOCS or AGC) or a customized contract for the specific project. Contract Form: <u>customized contract form</u>					
THE NATURE OF THE DISPUTE Non-payment, change of criteria and standards for Scope of Work after commencement of work; refer to attached Preliminary Statement of Claim for more detailed description of dispute and claims.					
Dollar Amount of Claim \$376,705.40			Other Relief Sought: <input checked="" type="checkbox"/> Attorneys Fees <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Arbitration Costs <input type="checkbox"/> Punitive/ Exemplary <input type="checkbox"/> Other		
Amount Enclosed \$ 4,200.00 In accordance with Fee Schedule: <input type="checkbox"/> Flexible Fee Schedule <input checked="" type="checkbox"/> Standard Fee Schedule					
PLEASE DESCRIBE APPROPRIATE QUALIFICATIONS FOR ARBITRATOR(S) TO BE APPOINTED TO HEAR THIS DISPUTE: Experience with large paint and finish projects; armed services facilities and FAR's					
Hearing locale requested <u>Chattanooga, TN</u>			Project site <u>Camp Lejeune</u>		
Estimated time needed for hearings overall: _____ hours or <u>3.00</u> days			Specify type of business: Claimant <u>Painting subcontractor</u> Respondent <u>General Contractor</u>		
You are hereby notified that a copy of our arbitration agreement and this demand are being filed with the American Arbitration Association with a request that it commence administration of the arbitration. The AAA will provide notice of your opportunity to file an answering statement.					
Signature (may be signed by a representative) <u>[Signature]</u> Date: <u>10/16/14</u>			Name of Representative Timothy M. Gibbons		
Name of Claimant Masterweave Commercial, LLC			Name of Firm (if applicable) Chambliss, Bahner & Stophel, P.C.		
Address (to be used in connection with this case) 8000-D East Brainerd Road			Representative's Address 605 Chestnut Street, Suite 1700		
City Chattanooga	State TN	Zip Code 37421	City Chattanooga	State TN	Zip Code 37450
Phone No. (423) 892-7305		Fax No. (423) 892-4380	Phone No. (423) 757-0265		Fax No. (423) 508-1265
Email Address: mfargo@masterweavecommercial.com			Email Address: tgibbons@chamblisslaw.com		
To begin proceedings, please send a copy of this Demand and the Arbitration Agreement, along with the filing fee as provided for in the Rules, to: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043. Send the original Demand to the Respondent.					
Please visit our website at www.adr.org . If you would like to file this case online, AAA Case Filing Services can be reached at 877-495-4183.					

Preliminary Statement of Claim

On March 14, 2013, Masterweave contracted with RQ/Brasfield & Gorrie JV ("B&G") to perform painting, finishing and related work at the Wallace Creek BEQs & Armory Project (Contract No. N40085-11-c-4001) ("Project") at Camp Lejeune in Jacksonville, North Carolina. The work included substantial work to cover over new concrete block walls, including the labor-intensive work of all concrete block wall surfaces being skimmed, base coated, textured and painted.

Masterweave planned to commence its work in early April, 2013, but the project was delayed because of weather and incomplete roofing work. When Masterweave was scheduled to commence work on the first floor of the Project, the walls were wet and the floor was flooded. Masterweave was not allowed access to full floors until approximately five (5) months after the requested start date, and even then the rooms were not fully accessible because other trades were working in the rooms and materials and supplies were being stored in the rooms. Masterweave was thus denied proper access to the site to perform its work.

The scope of Masterweave's work was also changed from a block fill and texture system to a skim and texture system, a process requiring substantial additional time. But B&G allowed no extra time for completion of the work for the more time-consuming procedure.

Masterweave commenced its work in mid-June, 2013. On June 24, 2013, B&G designated a specific mock up room to review and approve Masterweave's skim and texture work, with the intent that once approved, Masterweave would be cleared to perform all the skim and texture work in a similar manner for the remainder of the project. Both B&G and the Owner approved the quality of Masterweave's work in the mock up room without any conditions or punch list items. Masterweave justifiably relied on the Owner's and Contractor's approval of the work in the mock up room as being the approved standard for skim and texture work to be performed for the next 11 months. Masterweave provided the same quality of work that had been approved in the mock up room for its remaining skim and texture work.

Much later, on May 19, 2014, after some window treatments had been installed in some of the rooms, the Owner and Contractor withdrew the earlier approval on which Masterweave had relied in performing its work. As a result of the Owner and Contractor withdrawing the earlier approval, the Contractor unilaterally demanded substantial re-work by Masterweave. None of the re-work unilaterally required by the Contractor was needed based on the quality of work previously approved.

B&G has refused to make any further payments to Masterweave until the all work is complete, even though B&G has approved some of the invoices. Masterweave has not been paid for any of its work after its March 2014 invoice, which was reduced by 50%. This lack of payment has severely limited Masterweave's ability to increase manpower, maintain current manpower, and pay laborers and suppliers.

In addition, B&G has utilized other contractors to re-perform work that had already been performed by Masterweave and had been deemed acceptable by the Owner and Contractor.

B&G intends to backcharge Masterweave for all such work. The work is being performed by other parties not under Masterweave's control, at rates substantially higher than Masterweave's rates.

Masterweave continued to provide materials for the work being re-performed by others, and has an outstanding balance of \$86,000 with Sherwin Williams, \$19,857.47 of which is attributable to the current reskin/repaint work being performed. Similarly, Masterweave has a balance of \$16,802.78 with Porter Paints for other materials being supplied for re-performing work that was previously approved. Because B&G has refused to pay Masterweave any further amounts, Masterweave has been unable to pay these suppliers.

At a job site meeting on July 8, 2014, B&G determined it would deduct the amount of supplemental labor provided by other subcontractors it engaged from the balance of Masterweave's contract. Field orders or work tickets were supposed to be tracked and provided to Masterweave, but for the most part have not been provided.

Masterweave has provided time and material tickets for work being performed by Masterweave, and has also been attempting to track work performed by the other subcontractors hired by B&G. B&G has refused to issue any change orders, but continues to hold the disputed charges from "supplemental labor" as justification for refusing to pay Masterweave.

B&G is essentially demanding that Masterweave perform work without payment. It appears that B&G is attempting to force Masterweave to abandon the project so that it can assert claims under the performance bond. Masterweave has not agreed to B&G's decision but has continued to perform in good faith under protest.

Masterweave requests that payment to be released, and further requests an equitable adjustment for the reskin/repaint process. Other damages include lost profit on a project originally given to Masterweave by B&G and later taken away.

Following is a preliminary summary of Masterweave's claims.

Original contract price	\$ <u>975,221.00</u>	
Approved change orders	\$ <u>120,664.86</u>	
Approved contract price	\$ <u>1,095,885.86</u>	
Pending change orders	\$ <u>33,945.40</u>	Change order #5 referred to as AES Impact, for the roof delay. It was signed and sent, but never returned.
Total contract price	\$ <u>1,129,831.20</u>	
Extra Material Costs/Claims		
Re-work after approval	\$ <u>19,857.47</u>	This is for the material purchased to re-apply skim, texture, and

repainting all of the ceilings and walls.

Out of sequence work	\$ <u>85,007.41</u>	
Labor spent on rework from May – July		\$59,191.01
Labor spent in August		\$4,000.00
Anticipated Labor Sept – Oct		\$8,000.00
Housing May – Oct		\$13,816.40
Other Claims	\$ <u>54,238.68</u>	Combat Ops Contract Profit
Total Claims	\$ <u>159,103.56</u>	
Total Contract + Claims	\$ <u>1,288,934.70</u>	
Less total paid to date	\$ <u>913,229.30</u>	
Total Claim Amount	\$ <u>375,705.40</u>	

Plus attorneys' fees, interest and other amounts awarded by the arbitrators in accordance with AAA Rules.

EXHIBIT "A"

Subcontract Agreement No. 11-4001056
GENERAL CONDITIONS FOR FIXED PRICE CONSTRUCTION SUBCONTRACT
UNDER PRIME CONTRACT WITH U.S. GOVERNMENT AGENCY

1. ARBITRATION

A. Agreement to Arbitrate: Any and all claims, disputes, controversies, or matters in question arising out of, or relating to, this Subcontract or any alleged breach thereof, except for claims which have been waived by the making of acceptance of final payment, claims under Paragraph 13.A. herein ("Disputes Relating to Owner"), and those excepted by subparagraph F. of this clause, may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless either Party disagrees. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

B. Notice of Demand: Notice of the demand for arbitration shall be filed in writing with the other Party to this Subcontract and with the American Arbitration Association. The demand for arbitration shall be made within thirty (30) days after written notice of the claim, and in no event shall it be made after the date of final acceptance of the Work by OWNER or when institution of legal or equitable proceedings on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. The location of the arbitration proceedings shall be the city of CONTRACTOR's headquarters.

C. Award: The arbitration award shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

D. Work Continuation: Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on and continue performing the Work and comply with CONTRACTOR's established work schedule pending arbitration.

E. Same Arbitrators: To the extent not prohibited by their contracts with others, claims and disputes of the CONTRACTOR, SUBCONTRACTOR, and other subcontractors involving common questions of fact or law shall be heard by the same arbitrator(s) in a single proceeding.

F. Exceptions: This agreement to arbitrate shall not apply to any claim:

(i) of contribution or indemnity asserted by one Party to this Subcontract against the other party and arising out of an action brought in a state or federal court or arbitration by a person who is under no obligation to arbitrate the subject matter of such action with either Party or does not consent to such arbitration; or

(ii) asserted by SUBCONTRACTOR against CONTRACTOR if CONTRACTOR, or SUBCONTRACTOR through CONTRACTOR, asserts said claim, either in whole or part, against OWNER.

G. Arbitrability: Any dispute over the question of arbitrability of a claim shall be decided by an appropriate court and not by arbitration.

2. ASSIGNMENT OF CLAIMS

SUBCONTRACTOR shall not, without written consent of CONTRACTOR, assign, transfer, nor sublet this Subcontract or any portion of the work required in whole or in part, nor assign any rights to payment hereunder to others.

Notwithstanding the foregoing, if SUBCONTRACTOR assigns any rights to payment hereunder to a qualified third party under the UCC or any other applicable law or regulation, SUBCONTRACTOR agrees to pay (either directly or by offset from payment owed in CONTRACTOR's discretion) CONTRACTOR the sum of \$500 as a set up charge to defray CONTRACTOR's increased administration expenses in processing and complying with the assignment.

3. BANKRUPTCY

CONTRACTOR may terminate this Subcontract for default, in whole or in part, by written or telegraphic notice to SUBCONTRACTOR if:

A. SUBCONTRACTOR shall become insolvent or make a general assignment for the benefit of creditors, or

B. A petition under any bankruptcy act or similar statute is filed by or against SUBCONTRACTOR and not vacated within ten (10) days after it is filed.

4. PERFORMANCE and PAYMENT BONDS

If required by CONTRACTOR or by law, SUBCONTRACTOR shall, within ten (10) calendar days from the date of this Subcontract, furnish a 100% performance bond and a 100% labor and material payment bond on bond forms acceptable to CONTRACTOR. The bonding company must be listed on the U.S. Treasury Circular #570 and must have an underwriting limit in excess of the bond amount. In addition, the bonding company must have a rating of "A-" or better in the current A.M. Best Rating Guide of Property/Casualty Insurance Companies. The SUBCONTRACTOR will be reimbursed for the bond premium up to an amount not to exceed the "Standard Rate" for its class of construction. SUBCONTRACTOR is obligated to include added or reduced bond cost when quoting future changes. Failure of SUBCONTRACTOR to include such cost in change order quotations will result in a waiver by SUBCONTRACTOR to be reimbursed for added bond premium that may be charged to SUBCONTRACTOR by his surety broker and/or surety at the conclusion of the Project.

5. CALENDAR DATES and TIME is of the ESSENCE

All periods of days referred to in this Subcontract shall be measured in calendar days. Time is of the essence in the performance of this Subcontract.



EXHIBIT E



A Joint Venture

November 3, 2014

VIA EMAIL (FisherA@adr.org)

American Arbitration Association
2200 Century Parkway, Suite 300
Atlanta, GA 30345

Attn: Aaron Fisher

Re: Case Number 01-14-0001-7420, Masterweave Commercial, LLC vs. RQ
Brasfield Gorrie JV

Dear Mr. Fisher:

RQ/Brasfield Gorrie JV ("RQ/BG") received your letter, dated October 23, 2014 regarding the above referenced Case and the arbitration demand filed by Masterweave Commercial, LLC ("Masterweave"), dated October 16, 2014. RQ/BG writes to inform you that Masterweave's arbitration demand was inappropriate per the Subcontract Agreement No. 11-4001056 (the "Subcontract") between RQ/BG and Masterweave and requests that the Case be dismissed immediately.

The Subcontract states in Exhibit A, Paragraph 1, *Arbitration*, that any claims, disputes, etc. "**may** be decided by arbitration [...] unless either Party disagrees." (Emphasis added). Arbitration is not mandatory - both parties must agree to arbitrate - and RQ/BG does not agree to arbitrate at this time.

Consequently, RQ/BG respectfully requests that AAA dismiss the Case immediately.

Please contact me at 760-477-8667 or mbaker@rqconstruction.com if you have any questions.

Regards,
RQ/Brasfield Gorrie JV

Mary A. Baker
Corporate Counsel of RQ Construction, LLC

Cc: Masterweave Commercial, LLC

EXHIBIT F

[REDACTED]

From: Aaron Fisher [mailto:Fishera@adr.org]
Sent: Tuesday, November 11, 2014 2:14 PM
To: gibbons@cbslawfirm.com; Mary Baker
Subject: Masterweave Commercial, LLC V. RQ Brasfield Gorrie JV, AAA# 01-14-0001-7420

Dear Counsel,

After review of the file, the AAA has made an administrative determination that Claimant has met the filing requirements by filing a demand for arbitration providing for administration by the AAA under its Rules. Accordingly, in the absence of an agreement by the parties or a court order staying this matter, the AAA will proceed with the administration of the arbitration.

However, the parties' contentions have been made a part of the file and will be forwarded to the arbitrator upon appointment, at which time the parties may submit their arguments to the arbitrator for determination.

Regards,
Aaron Fisher



Aaron Fisher
Case Administrator
American Arbitration Association
2200 Century Parkway Suite 300
Atlanta, GA 30345
www.adr.org
T:888-320-3523
F:877 395 1388

The information in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal. Thank you.

Confidentiality Notice: The information contained in this electronic e-mail and any accompanying attachment(s) is intended only for the use of the intended recipient and is confidential and/or privileged. If you and we have a confidentiality agreement or other non-disclosure obligations between us, this Notice shall be deemed to mark and identify the content of this email and any attachments as confidential and proprietary. If any reader of this communication is not the intended recipient, unauthorized use, disclosure or copying is strictly prohibited, and may be unlawful. If you have received this communication in error, please immediately notify the sender by return e-mail, and delete the original message and all copies from your system. Thank you.

E-mail is susceptible to data corruption, interception, unauthorized amendment, tampering and viruses, and we only send and receive e-mails on the basis that we are not liable for any such corruption, interception, amendment, tampering or viruses or any consequences thereof.

Confidentiality Notice: This e-mail is from a law firm and may be protected by the attorney-client or work product privileges. If you have received this message in error, please notify the sender by replying to this e-mail and then delete it from your computer.

EXHIBIT G



A Joint Venture

November 13, 2014

VIA EMAIL (FisherA@adr.org)

American Arbitration Association
2200 Century Parkway, Suite 300
Atlanta, GA 30345

Attn: Aaron Fisher

Re: Case Number 01-14-0001-7420, Masterweave Commercial, LLC vs. RQ Brasfield Gorrie JV

Dear Mr. Fisher:

RQ/Brasfield Gorrie JV ("RQ/BG") writes to respond to your recent email dated November 11, 2014, and letter dated November 12, 2014.

The full arbitration clause related to this matter is as follows:

1. ARBITRATION

A. Agreement to Arbitrate: Any and all claims, disputes, controversies, or matters in question arising out of, or relating to, this Subcontract or any alleged breach thereof, except for claims which have been waived by the making or acceptance of final payment, claims under Paragraph 13.A. herein ("Disputes Relating to Owner"), and those excepted by subparagraph F., of this clause, may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless either Party disagrees. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

B. Notice of Demand: Notice of the demand for arbitration shall be filed in writing with the other Party to this Subcontract and with the American Arbitration Association. The demand for arbitration shall be made within thirty (30) days after written notice of the claim, and in no event shall it be made after the date of final acceptance of the Work by OWNER or when institution of legal or equitable proceedings on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. The location of the arbitration proceedings shall be the city of CONTRACTOR's headquarters.

C. Award: The arbitration award shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

D. Work Continuation: Unless otherwise agreed in writing, SUBCONTRACTOR shall carry on and continue performing the Work and comply with CONTRACTOR's established work schedule pending arbitration.

E. Same Arbitrators: To the extent not prohibited by their contracts with others, claims and disputes of the CONTRACTOR, SUBCONTRACTOR, and other subcontractors involving common questions of fact or law shall be heard by the same arbitrator(s) in a single proceeding.

F. Exceptions: This agreement to arbitrate shall not apply to any claim:

(i) of contribution or indemnity asserted by one Party to this Subcontract against the other party and arising out of an action brought in a state or federal court or arbitration by a person who is under no obligation to arbitrate the subject matter of such action with either Party or does not consent to such arbitration; or

(ii) asserted by SUBCONTRACTOR against CONTRACTOR if CONTRACTOR, or SUBCONTRACTOR through CONTRACTOR, asserts said claim, either in whole or part, against OWNER.

G. Arbitrability: Any dispute over the question of arbitrability of a claim shall be decided by an appropriate court and not by arbitration.

Again, RQ/BG contends the arbitration clause is voluntary and does not compel RQ/BG to participate in this matter. Paragraph A of the clause is clear. The word "may" appears in the first reference to whether a dispute is subject to arbitration. There is no mandate for a decision by arbitration. The clause requires each side to agree to arbitration.

Further, Paragraph F does not provide for arbitration when a party involved in the dispute has not consented to arbitrate. In this matter, RQ/BG will have a cross-claim against RLI Insurance Company ("RLI"), who is the surety to Masterweave, in excess of \$1,600,000. Unless it is determined that RLI is required to arbitrate, this matter is not subject to arbitration. RLI has not provided RQ/BG its position regarding arbitration, although RQ/BG has attempted to contact RLI regarding RQ/BG's claim.

Most importantly, AAA has no jurisdiction to determine whether the matter is subject to arbitration. Paragraph G requires any dispute over the whether a claim is subject to arbitration shall be decided by an appropriate court, not an arbitrator. Thus, AAA cannot proceed with the matter until such a decision is made by a court of competent jurisdiction, and, until such time, the administration of the matter by AAA and all decisions by an arbitrator are invalid.

Accordingly, RQ/BG demands that AAA immediately stay further administration of this matter pending determination by a court whether the matter is subject to arbitration through AAA. If AAA does not stay the matter, RQ/BG will be forced to seek an order restraining or enjoining AAA from further administration of the matter pending a court's ruling on the parties' dispute. Any participation by RQ/BG in the administration or proceedings conducted by AAA will be solely as a precaution to prevent an improper order by AAA, and is subject to RQ/BG's objection that AAA is proceeding without jurisdiction and RQ/BG's objection to any ruling or action by AAA on that basis.

Also, RQ/BG objects to the locale determination by AAA on the basis AAA has no jurisdiction, did not allow RQ/BG the opportunity to object, and did not comply with the contract. Paragraph B of the clause requires arbitration to be in the city of RQ/BG's headquarters, which is Carlsbad, California. AAA did not provide an opportunity to RQ/BG to object to the locale after granting Masterweave time to respond to RQ/BG's objection to arbitration. AAA granted Masterweave until November 11, 2014 to respond to RQ/BG's objection to arbitration, making the original November 6, 2014 deadline for answer/counterclaim/objection obsolete. Now, without indicating a new deadline, AAA has erroneously set the location as Chattanooga, TN. RQ/BG hereby objects to this locale determination, in addition to its above objection regarding AAA's jurisdiction over this matter. Please confirm your acknowledgement of this objection.

Thank you for your immediate attention to this matter. Please notify us by close of business on November 13, 2014, if AAA will agree to stay administration of this matter pending determination by the appropriate court.

Please note RQ/BG has obtained outside counsel for this matter, Luke Martin of Bradley Arant Boult Cummings LLP. On all future correspondence to me, please keep Mr. Martin copied at lmartin@babco.com.

Regards,
RQ/Brasfield Gorrie JV

Mary Baker

Mary A. Baker
Corporate Counsel of RQ Construction, LLC

Cc: Tim Gibbons of Chambliss, Bahner & Stophel, P.C. (tgibbons@cbslawfirm.com)

EXHIBIT H

EXHIBIT "B"

Subcontract Agreement No. 11-4001056

PERSONAL GUARANTEE AGREEMENT

WHEREAS, **Masterweave Commercial**, ^{LLC} has entered into Subcontract Agreement No. 11-4001056 dated this 02/18/2013, with **RQ/Brasfield Gorrie JV** ("CONTRACTOR"), this personal guarantee being included in said Subcontract Agreement; and

WHEREAS **Matthew Fargo** (Guarantor) is willing to guarantee all the performance and payment obligations of SUBCONTRACTOR under the Subcontract Agreement,

NOW, THEREFORE, Guarantor agrees as follows:

A. Guarantor unconditionally guarantees payment of all of SUBCONTRACTOR's performance and payment obligations without CONTRACTOR having first to proceed against SUBCONTRACTOR; and to pay, on demand by CONTRACTOR, any and all amounts claimed to be owed under this Subcontract related to the performance and payment obligations, and all costs, attorney's fees, damages, or expenses which may be suffered by CONTRACTOR by reason of SUBCONTRACTOR's default under the Subcontract Agreement.

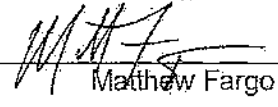
B. This shall be a continuing guarantee against which CONTRACTOR may have recourse, as often as necessary, to ensure against or cure defaults by SUBCONTRACTOR and shall terminate only upon SUBCONTRACTOR's completion of all work under the Subcontract or Guarantor's release by CONTRACTOR.

C. CONTRACTOR may, without notice to Guarantor and without releasing Guarantor of any liability hereunder, grant extensions of time, change the form of SUBCONTRACTOR's obligations under the Subcontract, and discharge, in its discretion, any party or parties. CONTRACTOR may, without notice, assign this guarantee in whole or in part.

D. Guarantor waives notice of nonperformance or default by SUBCONTRACTOR under this Subcontract Agreement.

SUBCONTRACTOR:

Masterweave Commercial ^{LLC}

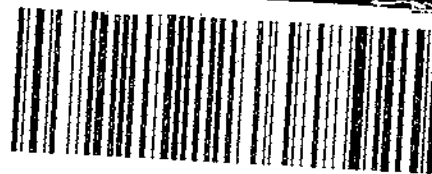
By: 
Matthew Fargo

Title: President

Date: 2-25-13

**BRADLEY ARANT
BOULT CUMMINGS**
LLP

BANK OF AMERICA
CORPORATE CENTER
100 North Tryon Street, Suite 2690
Charlotte, NC 28202



7013 3020 0000 7473 0894



**RLI Insurance Company
9025 North Lindbergh Drive
Peoria, IL 61615**

**RETURN RECEIPT
REQUESTED**



Label 107R, July 2013